

Memorandum



Date: April 24, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 8(F)(1)(A)

Subject: Retroactive Sub-lease Agreement at 11805 S.W. 26 Street, Miami
for the State of Florida Department of Health,
Miami-Dade County Health Department, Bureau of Environmental Health
Property # 4912-00-01

The attached Retroactive Sub-lease Agreement will allow for a much needed State, Department of Health (DOH) septic tank and potable water well construction permitting office at the County's Permitting and Inspection Center was reviewed by General Services Administration and is recommended for approval. This item is retroactive due to the need to co-locate this DOH permitting office at the Permitting and Inspection Center in an expeditious manner in order to provide a one-stop shop for all citizens who need permitting.

PROPERTY: Miami-Dade County Herbert S. Saffir Permitting & Inspection Center
11805 Coral Way, Building K, Miami.

COMMISSION DISTRICT: 10

OWNER: United States Development Ltd.

TENANT: Miami-Dade County

PROPOSED SUB-TENANT: State of Florida Department of Health, Miami-Dade County Health Department, Bureau of Environmental Health (DOH)

USE: 700 square feet of office space.

JUSTIFICATION: The DOH permits both septic tank and potable water well construction. In unincorporated Miami-Dade, the County permits all other construction, mostly from our Permitting and Inspection Center. This includes considerable environmental permitting activities by the Department of Environmental Resources Management (DERM). It is in our shared customer's best interest to co-locate septic tank and potable water well construction permitting at the Permitting and Inspection Center. The DOH concurs and DERM has agreed to DOH's use of a smaller portion of its existing space to allow for co-location of this important permitting service. This co-location will eliminate a stop by our shared "unincorporated area-located" customer at DOH's Doral office, and it will also provide for a closer working relationship between DERM and DOH on common environmental matters.

LEASE TERM: One year with five additional one-year renewal option periods.

RENTAL RATE: Annual rent for the first year is \$17,500.00, which is equal to \$25.00 per square foot. The rental amount for the subsequent renewal option periods will be upon the same terms and conditions

COMMENCEMENT DATE: Commenced on February 5, 2007 and terminates February 4, 2008.

LEASE CONDITIONS: Full service lease. The County is responsible for all utilities and maintenance charges, as well as for janitorial and custodial services.

CANCELLATION PROVISION: The Sub-Tenant may cancel by giving 180 days prior written notice in the event a State owned building becomes available.

CURRENT LEASE: The current lease with Miami-Dade County was approved by the Board on July 6, 2000, by Resolution No. R-702-00. The lease commenced on December 1, 2001 for five years with five additional five-year renewal option periods.


Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: April 24, 2007

FROM: Murray A. Greenberg
County Attorney

A handwritten signature in black ink, appearing to read "Murray A. Greenberg", is written over the printed name.

SUBJECT: Agenda Item No. 8(F)(1)(A)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor

Agenda Item No. 8(F)(1)(A)

Veto _____

04-24-07

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A RETROACTIVE SUB-LEASE AGREEMENT AT THE MIAMI-DADE COUNTY HERBERT S. SAFFIR PERMITTING AND INSPECTION CENTER, 11805 S.W. 26 STREET, MIAMI, WITH STATE OF FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT, BUREAU OF ENVIRONMENTAL HEALTH, FOR PREMISES TO BE UTILIZED TO PROVIDE SERVICES TO CITIZENS REQUIRING PERMITTING AND INSPECTION SERVICES; AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Retroactive Sub-Lease Agreement between Miami-Dade County and the State of Florida Department of Health, Miami-Dade County Health Department, Bureau of Environmental Health, for premises to be utilized to provide services to citizens requiring permitting and inspection services, in substantially the form attached hereto and made a part hereof; authorizes the Mayor or his designee to execute same for and on behalf of Miami-Dade County; and authorizes the Mayor or his designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of April, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Hugo Benitez





**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
SUB-LEASE AGREEMENT**

SUBLEASE NO.: 640:0312

THIS LEASE AGREEMENT, entered into this ____ day of _____, 20____, between Miami Dade County party of the first part, hereinafter called the Lessor whose Federal Identification Number (F.E.I.D. or S.S.) is 59-6000573, and the

State of Florida Department of **Health**
Division of **Miami-Dade County Health Department**
Bureau of **Environmental Health**

party of the second part, hereinafter called the Lessee,

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in the

<u>PIC Center</u>	<u>Miami</u>	<u>33175-2474</u>	<u>Dade</u>
(Name of Building)	(City)	(Zip Code)	(County)

Florida, described as follows: **11805 S.W. 26th Street**
Miami, Florida 33175-2474

which shall constitute an aggregate area of 700 square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement, and which comprises approximately >1 % of the 106,960 net square feet in the building at the rate of (25.00) per square foot per year. The Lessor shall also provide adequate parking spaces for the non-exclusive use of the Lessee as part of this lease agreement.

I TERM

TO HAVE AND TO HOLD the above described premises for a term commencing on the 5th day of February, 2007 to and including the 4th day of February, 2008.

II RENTALS

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the Lessor the sum of (one thousand four hundred fifty eight dollars and thirty three cents) per month for the rental period described in Article I of this lease. The rent for any fractional part of the first month shall be prorated. The rent shall be payable the month following the month of occupancy in accordance with Section 215.422, Florida Statutes. The rentals shall be paid to the Lessor at: **Board of County Commissioners c/o General Services Administration**

<u>111 N.W. First Street, Suite 2460</u>	<u>Miami</u>	<u>33128-1907</u>
(Address)	(City)	(Zip Code)

III HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

1.a. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the expense of the Lessor.

b. The Lessor agrees to maintain thermostats in the demised premises to achieve an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons and certifies that boilers herein have been calibrated to permit the most efficient operation.

*2. The Lessor agrees to furnish janitorial services and all necessary janitorial supplies including the provision of recycling trash disposal for the leased premises during the term of the lease at the expense of the Lessor.

3. All services required above shall be provided during the Lessee's normal working hours, which are normally from 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays.

IV LIGHT FIXTURES

1.a. The Lessor agrees to install in the demised premises light fixtures for the use of the Lessee.

*b. The Lessor shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light.

2. The Lessee certifies that the lighting levels within the demised premises are maintained at and do not exceed the following levels: 10 foot-candles in halls and corridors; 30 foot-candles in other public areas; a minimum of 50 foot-candles in office, conference rooms, and other levels as set forth in the State Energy Management Plan, Volume II, Section F.

V MAINTENANCE AND REPAIRS

1. The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement of worn or damaged floor covering and repairs or replacement of interior equipment as may be necessary due to normal usage. The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of the commencement of this lease, reasonable wear and tear and unavoidable casualties excepted.

2. The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the demised premises by the Lessee, its officers, agents or employees.

3. The Lessor shall maintain the interior and exterior of the demised premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the term of this lease and any renewal periods.

4. The Lessor agrees to furnish pest control services for the leased premises during the term of the lease at the expense of the Lessor.

***VI UTILITIES**

That the Lessor will promptly pay all gas, water, sewer, solid waste, power and electric light rates or charges which may become payable during the term of this lease for the gas, water, sewer and electricity used and disposal of solid waste generated by the Lessee on the premises; and if the lease is for 5,000 square feet or greater, separately metered for all energy and fuels which may be consumed by Lessee, alone, Lessor will provide Lessee, in a form and manner agreed upon, timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

* These are the only Articles in which the word "Lessor" can be changed to "Lessee" by the Lessee without authorization from the Division of Facilities Management. (Rule 60H-1.003 Florida Administrative Code)

VII ACCESSIBILITY STANDARDS AND ALTERATIONS

1. The Lessor agrees that the demised premises now conform, or that, prior to Lessee's occupancy, said premises shall, at Lessor's expense, be brought into conformance with the requirements of the Florida Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.513, Florida Statutes, and the current Florida Disability Code for Building Construction, providing requirements for persons with disabilities and with the requirement of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 CFR Part 35 and Appendix to Section 36 CFR Part 1191, Known as the "Americans with Disabilities Act of 1990."

2. That the Lessee shall have the right to make any alterations in and to the demised premises during the term of this lease upon first having obtained the written consent thereto of the Lessor. The Lessor shall not capriciously withhold the consent to any such alterations.

VIII INJURY OR DAMAGE TO PROPERTY ON PREMISES

All property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the Lessee, and except for any negligence of the Lessor, the Lessor shall not be liable to the Lessee for loss or damage to the property.

IX FIRE AND OTHER HAZARDS

1. In the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rentals paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by the Lessee, then the rental shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term.

2. The Lessor shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The Lessor agrees that the demised premises shall be available for inspection by the State Fire Marshal, prior to occupancy by the Lessee, and at any reasonable time thereafter.

3. The Lessor certifies that no asbestos was used in the construction of the demised premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

4. The Lessor certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.

X EXPIRATION OF TERM

At the expiration of the term, the Lessee will peaceably yield up to the Lessor the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

XI SUBLETTING AND ASSIGNMENT

The Lessee upon obtaining written consent of the Lessor, which written consent shall not capriciously be withheld, shall have the right to sublet all or any part of the demised premises or to assign all or any part of the demised premises.

XII NOT CONSENT TO SUE

The provisions, terms or conditions of this lease shall not be construed as a consent of the State of Florida to be sued because of said lease hold.

XIII WAIVER OF DEFAULTS

The waiver by the Lessee of any breach of this lease by the Lessor shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

XIV RIGHT OF LESSOR TO INSPECT

The Lessor, at all reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as they are required to make under the terms of this lease.

XV BREACH OF COVENANT

These presents are upon this condition, that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the demised premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.

XVI ACKNOWLEDGMENT OF ASSIGNMENT

That the Lessee upon the request of the Lessor shall execute such acknowledgment or acknowledgments, or any assignment, or assignments, of rentals and profits made by the Lessor to any third person, firm or corporation, provided that the Lessor will not make such request unless required to do so by the Mortgagee under a mortgage, or mortgages executed by the Lessor.

XVII TAXES AND INSURANCE

1. Lessor shall pay all real estate taxes and fire insurance premiums on the demised premises. Lessor shall not be liable to carry fire insurance on the person or property of the Lessee or any other person or property which may now or hereafter be placed in the demised premises.

XVIII AVAILABILITY OF FUNDS

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. F.S. 255.2502.

XIX USE OF PREMISES

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such Ordinances of the City and/or County in which the demised premises are located, now or hereinafter made, as may be applicable to the Lessee.

XX RENEWAL

The Lessee is hereby granted the option to renew this lease for an additional five - one year(s) upon the same terms and conditions or as specified on attached addendum. If the Lessee desires to renew this lease under the provisions of this Article, it shall give the Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in Article I of this Lease or any applicable renewal period.

XXI RIGHT TO TERMINATE

The Lessee shall have the right to terminate, without penalty, this lease in the event a State owned building becomes available to the Lessee for occupancy during the term of said lease for the purposes for which this space is being leased in the County of Dade, Florida, upon giving six (6) months advance written notice to the Lessor by Certified Mail, Return Receipt Requested.

XXII NOTICES AND INVOICES

All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at:
Wendi Norris, Director, General Services Administration

<u>111 N.W. 1st Street, Suite 2460,</u>	<u>Miami</u>	<u>33128-1907</u>
(Address)	(City)	(Zip Code)

and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at: **Department of Health, Bureau of General Services**

<u>4052 Bald Cypress Way, B-06</u>	<u>Tallahassee, Florida</u>	<u>32399-1734</u>
(Address)	(City)	(Zip Code)

Invoices, in triplicate, shall be submitted monthly to: **Miami-Dade County Health Department**

<u>7785 N.W. 48th Street, Suite 300</u>	<u>Miami, Florida</u>	<u>33166</u>
(Address)	(City)	(Zip Code)

XXIII DEFINITION OF TERMS

(a) The terms "lease," "lease agreement," or "agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this lease.

(b) The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.

(c) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

(d) The term "lease agreement", or "agreement" as used in this document shall be interpreted to mean "sublease" or "sublease agreement" and "lessor and lessee" shall be interpreted to mean "sublessor and sublessee".

XXIV ADDITIONAL TERMS

(Check One)

X All additional covenants or conditions appear on attached Addendum(s) A, B, C.

 No additional covenants or conditions form a part of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

ANY LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

Signed, sealed and delivered in the presence of: _____ Witness Signature _____ Print or Type Name of Witness _____ Witness Signature _____ Print or Type Name of Witness _____ AS TO LESSOR		LESSOR, IF INDIVIDUAL (S): _____ (SEAL) _____ Print or Type Name _____ (SEAL) _____ Print or Type Name	
Signed, sealed and delivered in the presence of: _____ Witness Signature _____ Print or Type Name of Witness _____ Witness Signature _____ Print or Type Name of Witness _____ As to President, General Partner, Trustee		Board of County Commissioners – Miami Dade County By: _____ (SEAL) George M. Burgess County Manager ATTEST: _____ (SEAL) Its Secretary	
Signed, sealed and delivered in the presence of: _____ Witness Signature _____ Print or Type Name of Witness _____ Witness Signature _____ Print or Type Name of Witness _____ AS TO LESSEE		LESSEE: STATE OF FLORIDA DEPARTMENT OF HEALTH By: _____ Gary J. Mahoney, Director Division of Administration	
APPROVED AS TO CONDITIONS AND NEED THEREFOR DEPARTMENT OF MANAGEMENT SERVICES _____ General Services Manager, Bureau of Real Property Management _____ Director Division of Facilities Management APPROVAL DATE: _____	APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES GENERAL COUNSEL DEPARTMENT OF MANAGEMENT SERVICES By: _____ _____ Print or Type Name APPROVAL DATE: _____	APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES GENERAL COUNSEL DEPARTMENT OF HEALTH By: _____ Dennis Gearin, Attorney APPROVAL DATE: _____	

MONTHLY RENTAL RATE SCHEDULE
ADDENDUM – A
SUBLEASE NUMBER: 640:0312
EFFECTIVE: FEBRUARY 5TH, 2007
700 SQUARE FEET

RENTAL RATES: The rent, which will be paid by the Lessee to the Lessor during the term of this lease, shall be as follows:

<u>TERM</u>	<u>AMOUNT PER SQ.FT.</u>	<u>MONTHLY RENTAL</u>
February 5 th , 2007 – February 4 th , 2008 One thousand four hundred fifty eight dollars and thirty three cents.	\$25.00	\$1,458.33

RENEWAL: The Lessee is hereby granted the option to renew this lease for Five (5) – One (1) year period upon the same terms and conditions.

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 6 (F) (1) (A)

7-6-00

CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
DADE COUNTY, FLORIDA

RESOLUTION NO. R-702-00

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT 11865 CORAL WAY, MIAMI, WITH THE UNITED STATES DEVELOPMENT, LTD., A FLORIDA LIMITED PARTNERSHIP, FOR PREMISES TO BE UTILIZED BY VARIOUS COUNTY AGENCIES AS ADMINISTRATIVE OFFICES, UPON PROPER EXECUTION BY THE UNITED STATES DEVELOPMENT, LTD.; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Lease Agreement between Miami-Dade County and the United States Development, Ltd., a Florida Limited Partnership, for premises to be utilized by various County agencies as administrative offices, in substantially the form attached hereto and made a part hereof; authorizes the County Manager to execute same for and on behalf of Miami-Dade County, upon proper execution by the United States Development, Ltd.; and authorizes the County Manager to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner **Natacha S. Millan**

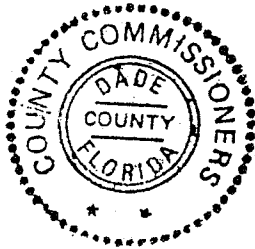
, who moved its adoption. The motion was seconded by Commissioner

Dorrian D. Rolle and upon being put to a vote, the vote was as follows:

ℓ "

Dr. Miriam Alonso	aye	Bruno A. Barreiro	aye
Dr. Barbara M. Carey-Shuler	aye	Miguel Diaz de la Portilla	nay
Betty T. Ferguson	absent	Gwen Margolis	aye
Natacha Seijas Millan	aye	Jimmy L. Morales	aye
Dennis C. Moss	aye	Pedro Reboredo	absent
Dorrin D. Rolle	aye	Katy Sorenson	nay
Javier D. Souto			aye

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of July, 2000. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



Approved by the County Attorney as
to form and legal sufficiency. ///

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By KAY SULLIVAN
Deputy Clerk

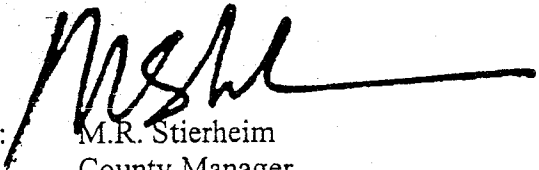
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MEMORANDUM

Agenda Item No. 6(F)(1)(A)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: July 6, 2000

FROM: 
M.R. Stierheim
County Manager

SUBJECT: Lease Agreement at 11865
Coral Way with the United
States Development, Ltd.,
for various County agencies

This item is being substituted to clarify the definition of the base year for the County's share of real estate taxes, to more clearly delineate the responsibilities of both the County and the landlord as it relates to the tenant improvements previously negotiated, and to incorporate additional benefits negotiated with the landlord.

On September 3, 1999 I advised you of my belief that the Building Department and sister department permitting services needed to be relocated to an office facility in West Dade. As I stated in my memorandum at that time, two immediate benefits will result from such relocation. The first is that permitting will be much closer to the construction industry by virtue of a central western office in the vicinity of the Florida Turnpike thereby providing accessibility from the North and South without necessitating travel to downtown Miami. The second and perhaps even more important reason is that the office can be designed functionally to facilitate the flow of the permitting process and provide comfortable space for the public as opposed to the congested, somewhat frenetic conditions that exist in the Stephen P. Clark Center today. Configuring a new office layout through systems engineering and workflow analyses will aid materially in reducing delays in the permitting process.

As proposed, the Building Department, Planning and Zoning Department's Plans Review Section, the Department of Environmental Resources Management's Plans Review Section, the Public Works Department's Permitting Section, the Miami-Dade Water and Sewer Department's New Business Section, the Miami-Dade Fire and Rescue's Plan Review Section, and the Florida Department of Health have a need to utilize this facility and will be relocated. Therefore, the attached Lease Agreement has been prepared by General Services Administration at the request of these various County agencies and is recommended for approval.

PROPERTY: 11865 Coral Way, Building K, Miami.

OWNER: United States Development Ltd., a Florida Limited Partnership.

COMPANY PRINCIPAL(S): Luis Cruz - 100%

USE: 90,000 square feet of office space including use of approximately 600 common parking spaces and exclusive use of approximately 220 parking spaces.

JUSTIFICATION: The Building Department, Planning and Zoning Department's Plans Review Section, the Department of Environmental Resources Management's Plan Review Zoning Impact Fee and Zoning Plans Processing Sections, the Public Works Department's Permitting Section, the Miami-Dade Water and Sewer Department's New Business Section, the Miami-Dade Fire and Rescue's Plan Review Section, and the Florida Department of Health have a need to utilize this facility for the relocation of numerous permitting and inspection staff from existing County-owned and leased downtown and West Flagler locations. The new location will improve supervision of employees and customer service in addition to consolidating all permit-related services to create a customer friendly environment.

LEASE TERM: Five years with five additional five-year renewal option periods.

RENTAL RATE: Annual rent is \$1,350,000.00, which is equal to \$15.00 per square foot. The annual rent will be adjusted in accordance with the annual percentage increase in the Consumer Price Index. In no event shall the increase exceed five percent per year.

The County's share of the actual cost of tenant improvements will be reimbursed over a 120-month period. That amount is currently estimated at \$3.37 per square foot on an annual basis.

LEASE CONDITIONS: The landlord will pay all charges for water and waste disposal services. The landlord will maintain all exterior common areas, roof, elevators and mechanical systems, plumbing and electrical lines, air conditioning/heating systems, all structural elements of the building, custodial care of parking lot and landscaping, and the repainting of the exterior of building. The County will pay for electricity and janitorial services. The County shall reimburse the landlord for its proportionate share of any increase in real estate taxes from the base year after the first calendar year after the completed improvements are reflected on the tax roll. The County's share of these expenses is estimated to be \$3.30 per square foot.

The landlord agrees to complete improvements by July 31, 2001.

EFFECTIVE DATES:

Commencing upon proper execution by the County Manager or his designee, substantial completion by the landlord of tenant improvements and terminating five years thereafter.

CANCELLATION PROVISION:

The County may cancel any portion of the lease after the fifth lease year, by giving written notice within 60 days of the termination of that fifth year or any subsequent anniversary date of the commencement date, with said cancellation being effective 120 days after delivery of such notice to the landlord.

In the event that the County cancels this lease after the end of the fifth lease year, the landlord will be reimbursed for the amortized portion of the interior tenant improvements allowance in excess of \$3.81 per square foot.

FUNDING SOURCE:

Permitting Fees.

OTHER PROPERTIES
EVALUATED:

9415 Sunset Drive -- insufficient space and parking.

11801 South Dixie Highway -- insufficient space and limited parking.

13714 S.W. 56 Street -- insufficient space and limited parking.

8508 S.W. 24 Street -- insufficient space and limited parking.

8241 West Flagler Street -- in bankruptcy; insufficient space and limited parking.

7757 West Flagler Street -- space leased and limited parking.

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13701 Kendall Drive – insufficient space and limited parking.

Kendall Drive and S.W. 123 Avenue – proposed building will require approval at a zoning public hearing prior to the issuance of any building permit(s) for building.

Kendall Drive and S.W. 117 Avenue – insufficient space and limited parking.

Bird Road and 87 Avenue – space leased; limited parking.

COMMENTS:

The County shall have the option of purchasing the building and land comprising of folio 30-4912-068-0010 at any time during the term of any renewal and extension period. The landlord agrees to grant the County the right of first refusal.